

# Exhibit 1

---

**From:** Kevin Su <Su@fr.com>  
**Sent:** Monday, February 27, 2023 2:43 PM  
**To:** Kirsch, Kevin W.  
**Cc:** Donley, Billy; Smith, Mark E.; Samuels, Andrew; Service-FR Braden-EnergyLink  
**Subject:** RE: EnergyLink v. Braden Europe

Dear Kevin,

During our meet and confer, we discussed Judge Ellison's local rule that requires Braden to serve EnergyLink with the CMC order and the Court's local rules. You indicated that your local counsel would be able to accept service via email and would respond to our Feb. 24 email requesting that confirmation. We had a mutual understanding that this would be non-controversial. As of now, we have not received the promised confirmation. If you do not respond on this point, we will promptly hand-serve EnergyLink with the CMC order and the local rules, and note to the Court that this action was necessitated by your non-responsiveness despite emails concerning other issues in the case.

Regarding the requested extension, if EnergyLink is unwilling to agree to the requested extension in order to accommodate the trial schedules of Braden's lead counsel and, separately, its local counsel, we will move ahead on both cases based on the current case deadlines. If EnergyLink refuses to agree to this simple extension, then we are skeptical about the utility of early mediation at this juncture.

Further, Braden maintains its claims for copyright infringement. Your concern regarding copyright registration is unfounded. As you should know, registration is not required, where, as here, the authors are foreign.

Lastly, and as explained previously, Braden sees no reason to enter into a covenant not to sue EnergyLink for trade secret misappropriation or any other claim.

Best regards,  
Kevin

---

**From:** Kirsch, Kevin W. <kkirsch@bakerlaw.com>  
**Sent:** Friday, February 24, 2023 7:48 PM  
**To:** Kevin Su <Su@fr.com>  
**Cc:** Donley, Billy <BDonley@Bakerlaw.com>; Smith, Mark E. <mesmith@bakerlaw.com>; Samuels, Andrew <asaumuels@bakerlaw.com>; Service-FR Braden-EnergyLink <ServiceFRBraden-EnergyLink@fr.com>  
**Subject:** RE: EnergyLink v. Braden Europe

Hi Kevin,

As a follow up to our call:

- We are fine conceptually with consolidation of the two actions with Judge Hanen. Please advise if you agree so that we can figure out the logistics to make that happen.
- With respect to your requested 45 day extension, our client has suffered harm and is experiencing damage every day from your client's improper disparaging comments to and tortious interference with GE and other

companies as described in our Complaint. As such, it is very important to our client that we have an expeditious resolution of this dispute through agreement or Judgment. While we are willing to grant a short mutual extension out of professional courtesy, we will not be able to grant any long extensions in this case (such as anything approximating the 45 day request).

- We will provide you with proposed names for possible mediators shortly. We think early stage mediation could be very beneficial. That being said, we wanted to clarify that we will not agree to any delay in the case related to the mediation.
- As I also mentioned on the call, we requested that your client agree to enter into a covenant not to sue EnergyLink for trade secret misappropriation. It is our understanding that your client does not own any enforceable trade secrets it can enforce against EnergyLink. Your client bears the burden of proof on all issues related to the alleged misappropriation of trade secrets. You can moot this now with a covenant not to sue. If you do not, we will be forced to seek all of our attorneys' fees and costs related to these claims.
- With respect to your complaint, we asked that you withdraw any copyright claims beyond the Innova Global engineering drawing specifically identified in the complaint. As you are aware, it is unlawful to bring a copyright claim without a registration. The only registration identified in your complaint is the one related to the specific Innova Global engineering drawing identified in the complaint. To the extent that you are asserting any unidentified registered copyrights, such pleadings are improper. We also request a copy of the agreement you contend gave your client the intellectual property rights in the Innova Global engineering drawing identified in the complaint.

All the best,

Kevin

**Kevin Kirsch**  
He | Him | His  
Partner

---

**BakerHostetler**

200 Civic Center Drive | Suite 1200  
Columbus, OH 43215-4138  
T +1.614.462.2673  
M +1.513.907.8715

kkirsch@bakerlaw.com  
bakerlaw.com

